

Appendix B.1

Hazardous Materials Emergency Response

Appendix B

Agreements for Area-Wide Programs

- B.1 Hazardous Materials Emergency Response**
- B.2 Household Hazardous Waste; Antifreeze, Battery, Oil and Latex Paint Program; and
Commercial/Industrial Facility Compliance Assistance Program**
- B.3 Public Education**

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AGREEMENT

HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", hereby establish the responsibilities of each party concerning COUNTY'S Hazardous Materials Emergency Response Team.

RECITALS

WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water Act (CWA) (33 U.S.C. §1342(p)); and

WHEREAS, Section 402(p) requires certain municipalities to obtain a National Pollutant Discharge Elimination System (NPDES) Permit to discharge stormwater from municipal separate storm sewer systems into navigable waters; and

WHEREAS, pursuant to 33 U.S.C. §1342(p) (2) (C), (D) and (E), DISTRICT, COUNTY, the Coachella Valley Water District (CVWD) and the Cities within COUNTY (except Blythe) have sought to obtain NPDES Permits for municipal stormwater discharges; and

WHEREAS, Section 402(p) further requires the Federal Environmental Protection Agency (EPA) to promulgate regulations for NPDES Permit applications; and

WHEREAS, EPA promulgated such regulations and adopted them in November 1990; and

WHEREAS, EPA delegated authority to the California Regional Water Quality Control Board (RWQCB) to administer the NPDES Permit process within the boundaries of their regions; and

WHEREAS, DISTRICT was created to provide for the control of flood and stormwaters within the County of Riverside and is empowered to investigate, examine, measure, analyze, study and inspect matters pertaining to flood and stormwaters; and

WHEREAS, DISTRICT, COUNTY, CVWD and the several Cities of the County of

1 Riverside have obtained NPDES Permits from the appropriate RWQCB in order to comply with Section
2 402(p); and

3 WHEREAS, the NPDES Permits require the municipal permittees to develop integrated
4 stormwater discharge management programs to improve water quality in the County of Riverside and in the
5 region and to respond to emergency incidents to control the discharge of pollutants to the waters of the United
6 States; and

7 WHEREAS, COUNTY, through the Riverside County Fire Department, staffs and maintains
8 a HAZARDOUS MATERIALS RESPONSE TEAM, hereinafter called "TEAM"; and

9 WHEREAS, DISTRICT in accordance with its responsibilities as described in the NPDES
10 Stormwater Discharge Permit Implementation Agreements for the Santa Ana Region (Santa Ana Drainage
11 Area) dated May 9, 1997; for the San Diego Region (Santa Margarita Drainage Area) dated November 17,
12 1998; and for the Colorado River Basin Region (Whitewater Drainage Area) dated September 9, 1997;
13 wishes to contribute a sum of money, hereinafter called "CONTRIBUTION", to the funding of TEAM to
14 support TEAM'S existence and current activity status.

15 NOW, THEREFORE, the parties hereto do mutually agree as follows:

16 1. TEAM BUDGET CONTRIBUTION – DISTRICT shall contribute the sum of three
17 hundred seventy five thousand dollars (\$375,000) to COUNTY within thirty (30) days after execution of this
18 agreement.

19 2. USE OF CONTRIBUTION – COUNTY shall use CONTRIBUTION only for salaries,
20 equipment and maintenance of TEAM.

21 3. INDEMNITY AND HOLD HARMLESS – COUNTY shall indemnify and hold
22 DISTRICT, its officers, employees and agents free and harmless from all claims, actions, damages and
23 liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause
24 asserted or based upon any act or omission of TEAM relating to or in any way connected with the
25

1 accomplishment of the work or performance of services of TEAM. As part hereto of the foregoing
2 indemnity, COUNTY agrees to protect and to defend at its own expense, including attorneys' fees,
3 DISTRICT, its officers, agents and employees from any and all legal action based upon any negligent acts
4 or omissions, as stated hereinabove, by any person or persons.

5 4. REPORTS AND INFORMATION - COUNTY shall submit to DISTRICT on or by
6 September 30, 2000, a report summarizing the activities, responses and cases handled or performed by
7 TEAM between July 1, 1999 and June 30, 2000. The report shall consist of a narrative describing TEAM,
8 its operations and any major spills, and a categorization of TEAM'S responses showing the following:
9 responses inside and outside DISTRICT'S jurisdiction, traffic related responses, industrial related responses,
10 drug enforcement responses, and other response categories. The report shall also include a description of
11 current TEAM operating expenses and revenue sources (budget).

12 5. TEAM OPERATIONS - This agreement does not give DISTRICT any authority to
13 dictate the day to day activities of TEAM, or grant DISTRICT any authority over any TEAM personnel other
14 than that stated in this paragraph. TEAM shall, at DISTRICT'S request, provide timely response to
15 emergency incidents where a hazardous material is entering or has a reasonable potential to enter a
16 DISTRICT owned storm drain facility, provided that TEAM is not already committed to another incident.
17 TEAM shall respond to emergency incidents irrespective of the local jurisdiction (City or County) in which
18 said DISTRICT facilities are located.

19
20 6. TERM OF AGREEMENT - This agreement shall commence on the date of execution
21 thereof and shall continue in effect until December 31, 2000.

22 //

23 //

IN WITNESS WHEREOF, the parties hereto have executed this agreement on
APR 04 2000

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

Frank J. Zappe for
DAVID P. ZAPPE
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By James A. Venable
JAMES A. VENABLE, Chairman
Riverside County Flood Control
And Water Conservation District
Board of Supervisors

Dated 3/24/00

ATTEST:

APPROVED AS TO FORM:

WILLIAM C. KATZENSTEIN
County Counsel

GERALD A. MALONEY
Clerk of the Board

G. Blankenship
Deputy

By Gerald A. Maloney
Deputy

(SEAL)

Dated 3-10-00

RECOMMENDED FOR APPROVAL:

Larry Benson
LARRY BENSON
County Fire Chief

COUNTY OF RIVERSIDE

By James A. Venable
VICE CHAIRMAN OF THE BOARD OF SUPERVISORS
County of Riverside
Board of Supervisors James A. Venable

Dated 3-17-00

ATTEST:

GERALD A. MALONEY
Clerk of the Board

By Gerald A. Maloney
Deputy

(SEAL)

DVA:MHW:lib:mcv
PC\61211
03/07/2000

Appendix B.2
Household Hazardous Waste Collection Program;
Antifreeze, Battery, Oil and Latex Paint Program;
Commercial/Industrial Facility Compliance Assistance Program

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CONTRACT AGREEMENT
SUPPORT FOR REGIONAL
NPDES PROGRAM ACTIVITIES

This CONTRACT AGREEMENT, entered into as of this day of
August 10, 1999 by the RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT (DISTRICT) and the COUNTY OF RIVERSIDE, HEALTH
SERVICES AGENCY, DEPARTMENT OF ENVIRONMENTAL HEALTH (DEPARTMENT),
is hereby agreed to as follows:

RECITALS

A. WHEREAS, in 1987, Congress added Section 402(p) to the Federal Clean Water
Act (CWA) (33 U.S.C. §1342(p)); and

B. WHEREAS, Section 402(p) requires certain municipalities to obtain National
Pollutant Discharge Elimination System (NPDES) Permits in order to discharge stormwater from
Municipal Separate Storm Sewer Systems (MS4s) to waters of the United States; and

C. WHEREAS, Section 402(p) also requires operators of certain industrial facilities
to obtain NPDES Permits for stormwater discharges associated with designated industrial activities;
and

D. WHEREAS, Section 402(p) further requires the United States Environmental
Protection Agency (USEPA) to promulgate regulations requiring NPDES Permits for designated
industrial activities and certain MS4s; and

E. WHEREAS, USEPA promulgated such regulations in November 1990; and,

F. WHEREAS, USEPA has delegated its NPDES permitting authority to the State
Water Resources Control Board (SWRCB) to administer the NPDES permitting process within the
State; and

G. SWRCB has in turn delegated its NPDES permitting authority to the respective
California Regional Water Quality Control Boards (CRWQCBs); and

H. WHEREAS, DISTRICT was created to provide for the control of flood and

1
2 stormwaters within the County of Riverside and is empowered to investigate, examine, measure,
3 analyze, study and inspect matters pertaining to flood and stormwaters; and

4 I. WHEREAS, DISTRICT, County of Riverside (COUNTY), Coachella Valley
5 Water District and the incorporated cities within the County of Riverside (except for Blythe), have
6 obtained NPDES MS4 Permits from the appropriate RWQCB pursuant to Section 402(p) of the
7 CWA; and

8 J. WHEREAS, USEPA regulations and the NPDES MS4 Permits require
9 municipalities to control the contribution of pollutants to the municipal storm sewer by stormwater
10 discharges associated with industrial activity and the quality of stormwater discharged from sites of
11 industrial activity; and

12 K. WHEREAS, DISTRICT, in accordance with its responsibilities as a lead
13 Permittee is charged with developing comprehensive stormwater management programs within the
14 County of Riverside and in the region; and

15 L. WHEREAS, DEPARTMENT conducts certain area-wide programs and activities
16 pertaining to hazardous waste management, industrial facility compliance inspections, and health
17 and safety code inspections; and

18 M. WHEREAS, certain aspects of DEPARTMENT'S activities are consistent with
19 the goals and objectives of the NPDES MS4 Permits and the Best Management Practices (BMPs)
20 included in the Permittees' regional Drainage Area Management Plans (DAMPs); and

21 N. WHEREAS, DISTRICT wishes to support certain DEPARTMENT programs and
22 activities by entering into this CONTRACT AGREEMENT with said DEPARTMENT to contribute
23 a sum of money (CONTRIBUTION) to sustain and/or increase the scope of DEPARTMENT
24 programs and activities to meet the requirements of the NPDES MS4 Permits; and

25 O. WHEREAS, it is understood that this CONTRACT AGREEMENT does not
26 change existing responsibilities for compliance with any NPDES MS4 Permit, and DEPARTMENT,
27 through any services provided, is not assuming responsibility for NPDES MS4 Permit compliance
28 requirements as they exist or may be established; and

1
2 P. WHEREAS, cooperation between DISTRICT and DEPARTMENT in these
3 matters is in the best interest of the public.

4 NOW, THEREFORE, the parties hereto do mutually agree as follows:

5 1. NPDES PROGRAM ACTIVITIES. DEPARTMENT will perform NPDES
6 PROGRAM ACTIVITIES as long as adequate manpower is available within DEPARTMENT'S
7 staff and reimbursement from DISTRICT is sufficient to perform the activities agreed to including
8 the following: Household Hazardous Waste (HHW) Collection Program; Antifreeze, Battery, Oil
9 and Latex Paint (ABOP) Program; Commercial/Industrial Facility Inspection and Compliance
10 Assistance Programs (FIELD SERVICES) and enforcement actions (ENFORCEMENT
11 ACTIONS/LITIGATION SUPPORT). A scope of services and budget for the HHW and ABOP
12 programs are described below. A preliminary scope of services and budget for FIELD SERVICES
13 and ENFORCEMENT ACTIONS/LITIGATION SUPPORT are described in Attachment A hereto.

14 (a) HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION
15 PROGRAM

16 (i) DEPARTMENT shall conduct not less than fifteen (15) HHW
17 collection events during each year of this CONTRACT
18 AGREEMENT. Additional events will be scheduled based on
19 the amount of DISTRICT'S CONTRIBUTION to specifically
20 support the HHW program. A minimum of two (2) HHW
21 collection events shall be held in each of the three (3) NPDES
22 MS4 Permit areas (Santa Ana, Santa Margarita and Whitewater
23 watersheds).

24 (ii) DISTRICT shall advertise scheduled HHW collection events in
25 countywide and/or local newspapers.

26 (iii) DISTRICT and DEPARTMENT shall work cooperatively, with
27 COUNTY, incorporated cities, and other interested parties to
28 provide technical assistance and/or coordinate additional HHW

collection events within the NPDES Permit areas.

(b) ABOP PROGRAM

(i) DEPARTMENT shall continue to operate three (3) existing ABOP collection centers in the Pedley, Southwest County (Murrieta) and Palm Springs areas.

(ii) DISTRICT and DEPARTMENT shall work cooperatively, with COUNTY, incorporated cities, and other interested parties to facilitate the establishment of additional ABOP collection centers within the NPDES Permit areas.

(c) FIELD SERVICES

As requested by DISTRICT, DEPARTMENT shall:

(i) Provide NPDES Program support by distributing BMP guidance materials and NPDES Program compliance information to selected commercial and industrial facilities that are within the purview of the existing facility inspection programs conducted by the Hazardous Materials Management Division (HMMD) and/or the District Environmental Services Division (DESD).

(ii) In consultation with DISTRICT, develop and incorporate an inspection and referral form to identify and report compliance and non-compliance with applicable stormwater regulations for selected commercial and industrial facilities that are within the purview of the existing facility inspection programs conducted by HMMD and/or DESD.

(iii) Conduct inspections of the selected commercial and industrial facilities that are within the purview of the existing facility inspection programs conducted by HMMD and/or DESD.

(d) ENFORCEMENT ACTIONS/LITIGATION SUPPORT

- 1
- 2 (i) DISTRICT and DEPARTMENT recognize that, on occasion, it
- 3 may be necessary to pursue enforcement action(s) against
- 4 violators of local stormwater ordinances and/or the California
- 5 Water Code. Upon written request from DISTRICT,
- 6 DEPARTMENT, acting within the scope of its normal
- 7 regulatory activities, will assist DISTRICT in obtaining
- 8 compliance with NPDES stormwater regulations.
- 9 (ii) In cases of significant non-compliance, DEPARTMENT'S
- 10 HMMD will coordinate, as needed, with NPDES MS4
- 11 Permittees, CRWQCB, and the District Attorney's
- 12 Environmental Crimes Task Force.

13 2. ANNUAL PROGRAM REVIEW BUDGET CONTRIBUTION. On or about

14 February 1 of each year, DISTRICT and DEPARTMENT representatives shall meet and review

15 program status, scope, costs, priorities, and available funding sources for NPDES PROGRAM

16 ACTIVITIES:

- 17 (a) DISTRICT and DEPARTMENT staff shall review available funding
- 18 resources and develop a preliminary schedule for HHW events and
- 19 ABOP activities.
- 20 (b) DISTRICT and DEPARTMENT staff shall also determine the type and
- 21 amount of FIELD SERVICES to be performed by DEPARTMENT field
- 22 staff.
- 23 (c) DISTRICT and DEPARTMENT staff shall summarize the scope,
- 24 priorities and projected costs for NPDES PROGRAM ACTIVITIES in
- 25 a Memorandum of Understanding (MOU).
- 26 (d) Within 30 days of signing the MOU, DISTRICT shall contribute a sum
- 27 of three hundred and seventy five thousand dollars (\$375,000) to
- 28 DEPARTMENT to support supplemental HHW events and ABOP

activities.

3. USE OF CONTRIBUTION. DEPARTMENT shall use CONTRIBUTION only for salaries, training, equipment, supplies, waste disposal and other expenses related to providing NPDES PROGRAM ACTIVITIES as agreed upon by DISTRICT and DEPARTMENT.

4. INDEMNITY AND HOLD HARMLESS. DEPARTMENT shall indemnify and hold DISTRICT, its officers, employees and agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or based upon any act or omission of or by person or persons associated with NPDES PROGRAM ACTIVITIES relating to or in any way connected with the accomplishment of the work or performance of services of NPDES PROGRAM ACTIVITIES. As part hereto of the foregoing indemnity, DEPARTMENT agrees to protect and to defend at its own expense, including attorneys' fees, DISTRICT, its officers, agents and employees from any and all legal action based upon any negligent acts or omissions, as stated herein, by any person or persons.

5. REPORTS AND INFORMATION. DEPARTMENT shall submit to DISTRICT on or before September 1, 1999, and every year thereafter by September 1, a comprehensive report on NPDES PROGRAM ACTIVITIES performed by DEPARTMENT during the previous fiscal year (July 1 through June 30). The report shall include but not be limited to:

- (a) Narrative describing the HHW Program (to include a summary of each collection event), ABOP Program, FIELD SERVICES and ENFORCEMENT ACTIONS/LITIGATION SUPPORT, performed by DEPARTMENT (pursuant to this CONTRACT AGREEMENT) during the prior fiscal year.
- (b) Quantities of materials collected by the HHW and ABOP Programs, cost of waste disposal, and costs associated with labor, supply, equipment and materials costs.
- (c) Costs incurred for FIELD SERVICES and ENFORCEMENT ACTIONS/LITIGATION SUPPORT activities.

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2 6. HHW EVENT. For the purposes of this CONTRACT AGREEMENT, an HHW
3 event is a time period that an HHW collection center is operated by DEPARTMENT at a site,
4 typically a three consecutive day period in a single week (Thursday, Friday and Saturday).

5 7. PAYMENT. Payment for HHW Collection Program and ABOP Program shall
6 be as described in Section 2, above. Payment for FIELD SERVICES and ENFORCEMENT
7 ACTIONS/LITIGATION SUPPORT will be billed to DISTRICT on a quarterly basis throughout
8 the fiscal year.

9 DISTRICT shall reimburse DEPARTMENT at a rate of \$65.00/hour for DESD
10 services and at a rate of \$77.00/hour for HMMD services related to the NPDES Program. In
11 addition, DEPARTMENT shall be reimbursed for the direct costs of materials and equipment that
12 may be used by DEPARTMENT in performing NPDES related services.

13 Once each quarter, DEPARTMENT shall submit to DISTRICT a quarterly billing
14 statement (invoice) that itemizes the costs for personnel, legal services, equipment and materials
15 costs incurred for NPDES FIELD SERVICES and ENFORCEMENT ACTIONS/LITIGATION
16 SUPPORT. The DISTRICT shall reimburse costs of DEPARTMENT within 30 days upon receipt
17 of DEPARTMENT'S invoice.

18 8. CONTINGENCY. CONTRIBUTION shall be contingent upon the approval by
19 DISTRICT'S Board of Supervisors of the annual Benefit Assessment levies for the Santa Ana, Santa
20 Margarita, and Whitewater Watershed Benefit Assessment Areas. If the CONTRIBUTION
21 determined to be available is less than the prior fiscal year total, DEPARTMENT shall be notified
22 immediately so it may adjust, after consultation and agreement by DISTRICT, the scope of NPDES
23 PROGRAM ACTIVITIES to be provided during the current or next fiscal year period.

24 9. COMPLIANCE WITH NPDES PERMITS. NPDES PROGRAM ACTIVITIES,
25 as specified herein, will be performed by DEPARTMENT under this CONTRACT AGREEMENT
26 with DISTRICT. Nothing in this CONTRACT AGREEMENT shall be construed as making
27 DEPARTMENT responsible for NPDES Permit compliance.

28 10. NON-INTERFERENCE. DISTRICT understands and agrees that it shall not

1
2 directly supervise or interfere with any of DEPARTMENT'S activities contemplated hereunder.

3 11. TERM OF AGREEMENT. This CONTRACT AGREEMENT shall commence
4 on the date of execution and shall continue in effect until June 30, 2002.

5 12. TERMINATION OF AGREEMENT. Either party may terminate the provisions
6 of this CONTRACT AGREEMENT related to the HHW and ABOP Programs subject to twelve (12)
7 months written notice thereof. Three (3) months notice is required if either party desires to terminate
8 activities performed pursuant to FIELD SERVICES portion of this CONTRACT AGREEMENT.

9 13. APPLICABILITY OF PRIOR AGREEMENTS. This CONTRACT
10 AGREEMENT and the Attachments hereto constitute the entire CONTRACT AGREEMENT
11 between the parties with respect to the subject matter; all prior agreements, representations,
12 statements, negotiations and understandings are hereby superseded.

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1
2 IN WITNESS WHEREOF, this CONTRACT AGREEMENT has been executed as of the day and
3 year first above written.

4 RECOMMENDED FOR APPROVAL:

5
6 David P. Zappe
7 DAVID P. ZAPPE
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

8
9 By James A. Venable
10 JAMES A. VENABLE, Chairman
11 Riverside County Flood Control And Water
12 Conservation District Board of Supervisors

13 ATTEST: AUG 10 1999

14 Marguerite L. Gorman
15 GERALD A. MALONEY
16 Clerk of the Board

17 GERALD A. MALONEY
18 CLERK of the BOARD OF SUPERVISORS
19 County of Riverside, State of California
20 By
21 Deputy

22 (SEAL)

23 RECOMMENDED FOR APPROVAL:

24 Gary Root 6/23/99
25 GARY ROOT
26 Acting Director

COUNTY OF RIVERSIDE

27 By Roy Wilson
28 ROY WILSON, Chairman
County of Riverside Board of Supervisors

APPROVED AS TO FORM:

WILLIAM C. KATZENSTEIN
County Counsel

By Joe S. Rank
JOE S. RANK
Assistant County Counsel

ATTEST: AUG 10 1999

GERALD A. MALONEY
Clerk of the Board

By Marguerite L. Gorman
Deputy

(SEAL)

Dated 5-3-99

MHW:pln
pc\56885.1

**Preliminary Scope of Services
For
NPDES Program Activities**

First Year (FY 1999-00)

Task 1 – Conduct education and outreach to identified Facilities of Concern, i.e., facilities that are routinely inspected by Hazardous Materials Management Division (HMMD) and District Environmental Services Division (DESD) staff. HMMD and DESD staff will distribute NPDES program information to facilities normally inspected by existing HMMD and DESD inspection programs. Department will prepare a year-end report listing the facilities contacted by the respective programs and provide to District.

Appropriate stormwater education materials describing stormwater regulations and Best Management Practices will be provided by the StormWater/CleanWater Protection Program (SW/CWPP).

Task 2 – Department's HMMD will provide staff support for major enforcement actions via the Environmental Crimes Task Force.

Task 3 – Develop a one-page facility inspection report/referral form to be used in year two and three activities. HMMD will review its existing enforcement authorities to ensure HMMD inspection staff have adequate enforcement authority to address stormwater compliance issues.

As needed, modify existing policies and procedures pertaining to inspection protocols and reporting procedures.

HMMD shall assist MS4 Permittees and Regional Boards with identification of industrial "non-filers", i.e., facilities that are required to obtain coverage under the State General Permit For Discharges Of Storm Water Associated With Industrial Activities (97-03-DWQ) using HMMD database information, e.g., SIC codes, Dun and Bradstreet etc.

Second Year (FY 2000-01)

Task 1 – HMMD and DESD staff continue distribution of NPDES program information to facilities normally inspected by existing HMMD and DESD inspection programs.

HMMD and DESD field staff to begin using facility inspection report/referral form developed above. Completed inspection report/referral forms will be forwarded to District each month.

Department will prepare a year-end report listing the facilities contacted by the respective programs and provide to District.

Task 2 – Department's HMMD will provide staff support for major enforcement actions via the Environmental Crimes Task Force.

Task 3 – As needed, modify existing policies and procedures pertaining to inspection protocols, reporting forms and reporting procedures.

Continue to assist MS4 Permittees and Regional Boards with identification of industrial "non-filers", i.e., facilities that are required to obtain coverage under the State General Permit For Discharges Of Storm Water Associated With Industrial Activities (97-03-DWQ) using HMMD database information and targeted industrial categories.

Provide reports and program information to MS4 permittees and Regional Boards concerning SIC codes and NOI status.

Third Year (FY 2001-02)

Task 1 – Task 1 – HMMD and DESD staff continue distribution of NPDES program information to facilities normally inspected by existing HMMD and DESD inspection programs.

HMMD and DESD field staff continue using facility inspection report/referral form. Completed inspection report/referral forms will be forwarded to District each month.

Department will prepare a year-end report listing the facilities contacted by the respective programs and provide to District.

Task 2 – Department's HMMD will provide staff support for major enforcement actions via the Environmental Crimes Task Force.

Task 3 – As needed, modify existing policies and procedures pertaining to inspection protocols and reporting procedures.

Continue to assist MS4 Permittees and Regional Boards with identification of industrial "non-filers", i.e., facilities that are required to obtain coverage under the State General Permit For Discharges Of Storm Water Associated With Industrial Activities (97-03-DWQ) using facility database information, targeted industrial categories and field observations.

Provide reports and program information to MS4 permittees and Regional Boards concerning facility compliance, SIC codes and NOI status.

Attachment A

FY 1999-00		Facilities (No.)	Time (min)	Rate (\$/hr)	Total	Budget
Task 1	DESD	5000	10	\$ 65	\$ 54,167	
	HMMD	1600	10	\$ 77	\$ 20,533	
Task 2	Enforcement Action/ Litigation Support	3	@	\$ 10,000	\$ 30,000	
Task 3	Admin Support: Reporting, Revise-P and P, Non Filer ID				\$ 50,000	
	TOTAL				\$ 154,700	\$ 170,170

FY 2000-01		Facilities (No.)	Time (min)	Rate (\$/hr)	Total	Budget
Task 1	DESD	5000	10	\$ 65	\$ 54,167	
	HMMD	1600	10	\$ 77	\$ 20,533	
Task 2	Enforcement Action/ Litigation Support	3	@	\$ 10,000	\$ 30,000	
Task 3	Admin Support: Reporting, Revise P and P, Non Filer ID				\$ 50,000	
	TOTAL				\$ 154,700	\$ 170,170

FY 2001-02		Facilities (No.)	Time (min)	Rate (\$/hr)	Total	Budget
Task 1	DESD	5000	15	\$ 65	\$ 81,250	
	HMMD	1600	30	\$ 77	\$ 61,600	
Task 2	Enforcement Action/ Litigation Support	3	@	\$ 10,000	\$ 30,000	
Task 3	Admin Support: Reporting, Revise P and P, Non Filer ID				\$ 30,000	
	TOTAL				\$ 202,850	\$ 223,135

Appendix B.3

Public Education Program

AGREEMENT
PUBLIC EDUCATION PROGRAM
FOR
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL STORMWATER PERMITS

This agreement, by the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (DISTRICT) and the COUNTY OF RIVERSIDE (COUNTY), establishes the responsibilities of each party concerning the "Cities and County of Riverside Stormwater/Cleanwater Protection Program".

RECITALS

WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water Act (CWA) (33 U.S.C. §1342(p)); and

WHEREAS, Section 402(p) requires certain municipalities to obtain National Pollutant Discharge Elimination System (NPDES) Permits for the discharge of stormwater from municipally owned flood control and stormwater drainage systems into waters of the United States; and

WHEREAS, pursuant to Section 402(p), the Federal Environmental Protection Agency (EPA) adopted regulations for the NPDES Permit program in November 1990; and

WHEREAS, pursuant to the CWA, EPA has delegated authority to the California Regional Water Quality Control Boards (RWQCBs) to administer the NPDES Permit process within the boundaries of their respective regions; and

WHEREAS, DISTRICT, COUNTY, Coachella Valley Water District (CVWD) and certain incorporated Cities within the County of Riverside (Permittees) have applied for and obtained NPDES Permit(s) from the appropriate RWQCB; and

1 WHEREAS, CWA Section 402(p) and the NPDES Permits require the Permittees
2 to develop and implement comprehensive stormwater management programs designed to reduce
3 the discharge of pollutants to the maximum extent practicable; and

4 WHEREAS, the Permittees have developed stormwater management plans that
5 identify specific Best Management Practices (BMPs) which must be implemented in order to
6 comply with CWA Section 402(p) and the provisions of the NPDES Permits; and

7
8 WHEREAS, each of the respective RWQCBs has approved or referenced the
9 Permittees' stormwater management plans in their respective NPDES Permits; and

10 WHEREAS, BMPs consisting of public education/outreach activities are an
11 integral part of the Permittees' approved stormwater management programs; and

12 WHEREAS, each Permittees' responsibilities for program implementation are
13 described in the NPDES Permit(s) and/or the associated NPDES Implementation Agreement(s);
14 and

15 WHEREAS, DISTRICT, in accordance with its role as Principal Permittee and its
16 responsibilities described in the NPDES Permits and associated Implementation Agreements,
17 wishes to contract with COUNTY'S Executive Office (OFFICE) to provide a professional staff
18 person to develop and conduct a comprehensive Public Education/Outreach Program
19 (PROGRAM) addressing stormwater BMPs and pollutants of concern.

20
21 NOW, THEREFORE, the parties hereto do mutually agree as follows:

22 1. DEVELOPMENT AND OPERATION OF PROGRAM. OFFICE shall
23 provide a qualified staff person (PROGRAM COORDINATOR) to develop and conduct
24 PROGRAM. PROGRAM COORDINATOR will review and coordinate PROGRAM activities
25 with DISTRICT on an ongoing basis. DISTRICT and OFFICE will coordinate PROGRAM
26 activities with the COUNTY Information Officer (OFFICER) and utilize his/her services as an
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1 advisor for PROGRAM and supervisor of PROGRAM COORDINATOR. PROGRAM
2 COORDINATOR'S duties shall include but not be limited to the following:

- 3 a. Attend monthly NPDES Advisory Committee Meetings and other
4 meetings as requested by DISTRICT.
- 5 b. Participate in joint outreach with other public education programs and
6 activities including, but not limited to, other municipal stormwater
7 programs to ensure that a consistent message on stormwater pollution
8 prevention is presented to the public.
- 9 c. Develop public education materials to encourage the public to report
10 illegal dumping from residential, industrial, construction and
11 commercial sites into public streets, storm drains and local water
12 bodies.
- 13 d. Develop guidance materials, BMP brochures, etc., to facilitate
14 compliance with the NPDES Permits and improve stormwater quality
15 throughout Riverside County and the region.
- 16 e. Coordinate public outreach programs and events with Resource
17 Conservation Districts, California Conservation Corps, municipal
18 stormwater Permittees and other interested parties.
- 19 f. As directed, participate in the activities of the California Storm Water
20 Quality Task Force Public Information and Public Participation (PIPP)
21 committee or its equivalent.
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25 OFFICE and DISTRICT will develop a yearly work plan and budget for
26 PROGRAM by February 15th of each year hereafter.
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1 2. REPORTS AND INFORMATION. OFFICE shall submit to DISTRICT on
2 or before September 1st of each year, a comprehensive report detailing PROGRAM activities,
3 events, and expenditures during the preceding fiscal year. The report shall consist of a narrative
4 describing PROGRAM, its operations, and a summary of activities of the preceding fiscal year.

5 3. PAYMENT. OFFICE shall invoice DISTRICT quarterly (January 1st, April
6 1st, July 1st and October 1st) for salary, benefits and overhead for PROGRAM COORDINATOR
7 and the time (salary only) OFFICER dedicates to PROGRAM not to exceed \$90,000 annually.
8 Actual hours shall be billed.

9
10 Miscellaneous costs not to exceed \$10,000 annually including, but not
11 limited to, printing, postage, and miscellaneous services, shall be approved in advance and
12 reimbursed by DISTRICT.

13 All Payments shall be contingent upon the approval of DISTRICT'S annual
14 NPDES Benefit Assessment programs by the DISTRICT'S Board of Supervisors.

15 4. TERM OF AGREEMENT. This Agreement shall commence on the date of
16 execution thereof and continue in effect until June 30, 2002.

17
18 5. INDEMNITY AND HOLD HARMLESS. COUNTY shall indemnify and
19 hold DISTRICT, its officers, employees and agents free and harmless from all claims, actions,
20 damages and liabilities of whatsoever kind and nature arising from death, personal injury,
21 property damage or other cause asserted or based upon any act or omission of or by person or
22 persons associated with PROGRAM relating to or in any way connected with the
23 accomplishment of the work or performance of services of PROGRAM. As part hereto of the
24 foregoing indemnity, COUNTY agrees to protect and to defend at its own expense, including
25 attorneys' fees, DISTRICT, its officers, agents and employees from any and all legal action based
26 upon any negligent acts or omissions, as stated hereinabove, by any person or persons.
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6. NONINTERFERENCE. DISTRICT understands and agrees that it shall not interfere with any of OFFICE'S normal operations, personnel matters, nor supervise PROGRAM COORDINATOR.

7. TERMINATION. DISTRICT may terminate this Agreement subject to six (6) months' written notice thereof to OFFICE.

8. APPLICABILITY OF PRIOR AGREEMENTS. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are hereby superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 8-10-99
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

David P. Zappe
DAVID P. ZAPPE
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By James A. Venable
JAMES A. VENABLE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

WILLIAM C. KATZENSTEIN
County Counsel

By D. B. Blankenship
Deputy

Dated 8-13-99

ATTEST: AUG 10 1999

GERALD A. MALONEY
Clerk of the Board

By Margaret Legum
Deputy
(SEAL)

RECOMMENDED FOR APPROVAL:

Larry Rarrish
LARRY RARRISH
County Executive Officer

COUNTY OF RIVERSIDE

By Roy Wilson
ROY WILSON, Chairman
Riverside County Board of Supervisors

ATTEST: AUG 10 1999

GERALD A. MALONEY
Clerk of the Board

By Margaret Legum
Deputy
(SEAL)

MHW:pln:bjp
04/07/99